



8140 Ward Parkway  
P.O. Box 8417  
Kansas City, MO 64114-0417

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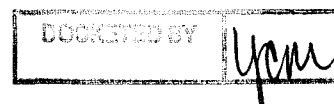
VIA AIRBORNE EXPRESS  
AZ CORP COMMISSION  
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August 1, 1999

Docket Control  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, AZ 85007

Arizona Corporation Commission  
**DOCKETED**

AUG 05 1999

RE: ASC Telecom, Inc. Tariff C.C. No. 1  
Docket No. T-03044A-95-0461



Dear Sir or Madam:

Enclosed for filing, please find an original and ten (10) copies of the ASC Telecom Inc. tariff. The company name changed from ASC Telecom, Inc to ASC Telecom, Inc. d/b/a AlternaTel and subsequently, the company name on each tariff page is being submitted to reflect the change.

A duplicate letter and postage-paid, pre-addressed envelope are enclosed for this purpose. If you have any questions, please contact me at (800) 969-2501 or (913) 624-6364. Thank you for your assistance.

Sincerely,

N. Ann Thompson  
Senior State Tariff Analyst

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Original Title Page

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AZ CORP COMMISSION  
DOCUMENT CONTROL

Tariff Schedule

Applicable To

ARIZONA

Interexchange Telephone Communications

of

ASC Telecom, Inc.  
d/b/a AlternaTel

**ISSUED:**  
11-6-95

Michael Gardner- Manager  
8140 Ward Parkway  
Kansas City, Missouri 64114-2006

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CHECK SHEET

\* Asterisk indicates changes in current tariff filing. Current sheets in this tariff are as follows.

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11	Original
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EXPLANATION OF SYMBOLS

When changes are made on any tariff page, a revised page will be issued canceling the tariff page affected; such changes will be identified through the use of the following symbols:

- (C) - To signify changed regulation or rate.
- (D) - To signify the Deletion/Discontinuance of rates, regulations, and/or text.
- (I) - To signify an Increase.
- (M) - To signify matter Moved/Relocated within the tariff with no change to the material.
- (N) - To signify New text, regulation, service, and/or rates.
- (R) - To signify a Reduction.
- (T) - To signify a Text Change in tariff, but no change in rate or regulation.

The above symbols will apply except where additional symbols are identified at the bottom of an individual page.

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1. APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable for the furnishing of telecommunications services provided by ASC Telecom, Inc. between and among points within the state of Arizona.

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## 2. TERMS AND CONDITIONS

### 2.1 DEFINITIONS

Certain terms used generally throughout this tariff for services furnished by the Carrier are defined below.

#### Carrier

The term "Carrier" refers to ASC Telecom, Inc.

#### Company

The term "Company" refers to ASC Telecom, Inc. unless it specifically refers to the Local Exchange Company (LEC).

#### Day

The term "Day" denotes 8:00 a.m. to 4:59 p.m. local time at the originating terminal on Monday through Friday.

#### End User

Any person, firm, corporation, partnership or other entity which uses the services of the Carrier under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

#### Evening

The term "Evening" denotes 5:00 p.m. to 10:59 p.m. local time at the originating terminal on Sunday through Friday.

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2. TERMS AND CONDITIONS2.1 DEFINITIONSHolidays

The term "Holidays" denotes all Carrier specified holidays as follows: New Year's Day, President's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holiday rates are equal to the Evening rates for the time period 8:00 a.m. to 10:59 p.m. and are at the Night rates from 11:00 p.m. to 7:59 a.m. on Monday through Friday. If the Holiday falls on a Saturday or Sunday, the Friday preceding the Holiday or the Monday following the Holiday is rated at ASC Telecom, Inc. Holiday rates.

Night/Weekend

The term "Night/Weekend" denotes 11:00 PM to but not including 8:00 AM local time at the originating city, any time on Saturday, and all day Sunday except 5:00 PM to but not including 11:00 PM.

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2. TERMS AND CONDITIONS (Continued)

2.2 UNDERTAKING OF THE CARRIER

ASC Telecom, Inc. undertakes to provide 24-hour intrastate, interstate and international long distance telephone service, subject to the availability of facilities, in accordance with the terms and conditions set forth in this tariff.

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2. TERMS AND CONDITIONS (Continued)2.3 LIMITATION OF LIABILITY.1 Liability of the Carrier

The liability of Carrier, if any, for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission during the course of furnishing service shall in no event exceed an amount equivalent to the charge to Customer for the service during which such mistakes, omissions, interruptions, delay, errors, or defects in transmission occurred. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused by or contributed to by the negligence or willful act of customer, or which arise from facilities or equipment used by Customer, shall not result in the imposition of any liability whatsoever upon Carrier. Carrier is not liable for the quality of service provided by any local exchange carrier. Carrier is not liable for any act, omission or negligence of any local exchange carrier or other provider whose facilities are used in furnishing any portion of the service received by Customer. Under no circumstances whatever shall Carrier or its officers, agents, or employees be liable for indirect, incidental, special or consequential damages. Carrier shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to civil disorders, labor problems, and fire, flood, atmospheric conditions or other phenomena of nature, such as radiation. In addition, Carrier shall not be liable for any failure of performance hereunder due to necessary network reconfiguration, system modifications due to technical upgrades, or regulations established or actions taken by any court or government agency having jurisdiction over Carrier.

.2 Overpayment

The Carrier shall not be obligated to refund any overpayment by a user unless a written claim for such overpayment, together with substantiating evidence which will allow Carrier to verify such claim, is submitted within two (2) years from the date of the alleged overpayment.

.3 Disclaimer of Warranties

Except as expressly provided in this tariff, Carrier makes no understanding, agreements, representations or warranties, expressed or implied (including any regarding the merchantability or fitness for a particular purpose).

.4 Refunds for Interruption or Impairment to Carrier Service

It shall be the obligation of the customer to immediately notify the Carrier of any service interruption.

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2. TERMS AND CONDITIONS (Continued)2.4 USE OF SERVICE

Neither subscribers nor their authorized users may use the services furnished by the Carrier for any unlawful purpose.

2.5 CUSTOMER APPLICATION FOR SERVICE

Service requests will be honored by telephone and/or through telephone confirmation with the local exchange company.

2.6 ESTABLISHMENT OF CREDIT

Carrier reserves the right to examine the credit record and check the references of all applicants and customers.

2.7 DEPOSITS AND ADVANCE PAYMENTS

Carrier does not collect deposits or advance payments at this time.

2.8 RENDERING AND PAYMENT OF BILLS

- .1 Billing periods are monthly.
- .2 The billing date is dependent on the billing cycle assigned to the customer.
- .3 Bills are due and payable as the Local Exchange Carrier dictates. Additional fees for late payment may be assessed as determined by the Local Exchange Carrier.
- .4 Bills may be paid by mail or in person at the business offices of the Local Exchange Carrier. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, or cashier's check.
- .5 Carrier is not responsible for local telephone charges incurred by Customer in gaining access to Carrier's network.
- .6 Connection fees and usage and monthly access fees are billed in arrears.
- .7 The customer will be billed for and is liable for payment of all applicable federal, state and local taxes and surcharges.

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2. TERMS AND CONDITIONS (Continued)2.9 DISCONTINUANCE OF SERVICE

Service continues to be provided until canceled, by Customer, in writing, or until canceled by Carrier as set forth below.

- .1 Cancellation by Customer - Customer may have service discontinued 30 days after giving notice to Carrier. Carrier will hold customer responsible for payment of all bills for service furnished until the cancellation date specified by the customer or until 30 days after the cancellation notice is received.
- .2 Cancellation by Carrier - Carrier may immediately discontinue service or cancel any application for service without incurring any liability when there is an unpaid bill for any sum due to the Carrier for service that is more than 30 days beyond the date of issue.

2.10 CONTINUITY OF SERVICE

In the event of foreknowledge of an interruption of service for a period exceeding 24 hours, the customer will be notified in writing, by mail, at least one week in advance.

2.11 ADJUSTMENTS FOR MUNICIPALITY PAYMENTS

When any municipality, or other political subdivision or local agency of government imposes upon and collect from the Carrier a gross receipts tax, occupation tax, license tax, permit fee, franchise fee or any such other tax, such taxes and fees shall, insofar as practicable, be billed pro rata to the Carrier's customers receiving service within the territorial limits of such municipality, other political subdivision or local agency of government.

2.12 Demonstration of Calls

From time to time the company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

2.13 FEES

No fees are collected from the end user in addition to the charges as specified in Section 4.

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2. TERMS AND CONDITIONS (Continued)

2.14 Commissions

No commissions are collected from the end user in addition to the charges specified in Section 4.

2.15 Aggregator Surcharges

At the option of the Aggregator, a per-call Aggregator Surcharge may apply for use of the Aggregator's telecommunications facilities and equipment. Surcharge amount is listed in Section 4.2.3. No other charge beyond the rates listed in Section 4.2 of this tariff are billed to the end-user by ASC Telecom Inc. for calls made using the company's service.

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**3. SERVICE AND RATE DESCRIPTION****.1 ASC Telecom Debit Card Service#**

The ASC Telecom Debit Card allows customers to pay a fixed dollar amount in advance for long distance calling over ASC Telecom's network. Customers use an "800" number for access from touch tone phones. Customers can place domestic and international direct dial calls using the service. Cards are decremented for each minute or fractional minute of use as set forth below. As calls are placed, charges for the call are deducted on a real time basis until the full amount of the card is exhausted. Customers will be notified in advance of the exhaustion of the card. An expiration date, if applicable, is printed on the card. The rates paid by the customer until the card is exhausted or until there are insufficient funds remaining to initiate an additional call, are the rates in effect at the time the card is purchased. Debit Card accounts may be replenished at the rates specified for replenished cards.

The following types of calls may not be completed using the ASC Debit Card:

- \* calls to 700, 800, and 900 numbers
- \* calls to directory assistance
- \* operator assisted calls
- \* conference calls
- \* calls requiring time and/or charges

The ASC Debit Card is available twenty-four hours a day, seven days a week. The cards will be offered to customers on a first serve basis and may be offered in conjunction with other ASC products.

# Effective 6/17/98, ASC Telecom Debit Card will no longer be available to new customers. (N)

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**EFFECTIVE:**

3. SERVICE AND RATE DESCRIPTION (Continued).1 ASC Telecom Debit Card Service (Continued).1 Original Purchase Debit Card Accounts#

An ASC Telecom Debit Card account is established upon receipt of payment by the Company. When an original purchase account is established, the Company will assign an Account Code/Authorization Code to the account. The Company reserves the right to determine the acceptable types of payment. Original purchase accounts are available for use at the rates as set forth in section 4 of this tariff.

1 intrastate minute of use = 1 unit

(D)

.2 Replenishment of Debit Card Accounts

An ASC Telecom Debit Card account may replenished via an "800" number. To replenish an existing Debit Card account, the customer must use a commercial credit card. The Company reserves the right to determine the acceptable types of credit cards. Replenished accounts are available for use at the rates as set forth in Section 4 of this tariff.

# Effective 6/17/98, ASC Telecom Debit Card will no longer be available to new customers. (N)

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3. SERVICE AND RATE DESCRIPTION (Continued).2 Operator Services.1 Description of Service

Operator Services are available from specific locations within the state of Arizona for a charge.

Access to Operator Service can be obtained by the following dialing methods.

- "00" from a telephone subscribed to ASC in a FGD area.
- "0 + (NPA-NXX-XXXX)" from a telephone subscribed to ASC in a FGD area.

The Directory Assistance Call Completion Charge applies to both ASC and non-ASC subscribers who access a ASC operator and request the operator to obtain a telephone number from D.A. and then have the operator complete the call to the requested number.

NOTE: If a ASC operator completes a call to the requested number, the Directory Assistance Call Completion Call Placement Charge (plus ASC usage charges) is applicable in lieu of a D.A. surcharge. When the call is not completed to the called party by the ASC Operator, the Station-to-Station Call Placement Charge and D.A. surcharge will apply.

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4. USAGE RATES.1 ASC Telecom, Inc. Debit Card Service#.1 Original Purchase Debit Card Accounts

Card Value	Usage Rate
\$05.00	\$.56
\$10.00	\$.50
\$20.00	\$.45
\$50.00	\$.40

.2 Replenishment of Debit Card Accounts

Card Value	Usage Rate
\$05.00	\$.56
\$10.00	\$.50
\$20.00	\$.45
\$50.00	\$.40

# Effective 6/17/98, ASC Telecom Debit Card will no longer be available to new customers. (N)

---

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4. USAGE RATES (Continued).2 Operator Services

Operator Services are available twenty-four (24) hours a day, seven (7) days a week. Calls that begin in one rate period and terminate in another rate period will be prorated accordingly.

Option A

.1 Operator Service Per-Minute Usage Rates\*

Call placement charges apply in addition to the Operator Services per-minute usage rates above.

<u>Mileage</u>	<u>Initial Minute</u>			<u>Additional Minute</u>		
	<u>Day</u>	<u>Evening</u>	<u>Night/ Weekend</u>	<u>Day</u>	<u>Evening</u>	<u>Night/ Weekend</u>
1-10	.2100	.1500	.1140	.1000	.0700	.0500
11-16	.3200	.2100	.1410	.1500	.0900	.0800
17-22	.3200	.2100	.1410	.1500	.0900	.0800
23-30	.3300	.2400	.1680	.1900	.1300	.1000
31-40	.3300	.2400	.1680	.1900	.1300	.1000
41-55	.3300	.2400	.1680	.1900	.1300	.1000
56-70	.4000	.2805	.2040	.2400	.1605	.1300
71-124	.4000	.2805	.2040	.2400	.1605	.1300
125-196	.4000	.2900	.2040	.2600	.1800	.1440
197-292	.4000	.2900	.2040	.2600	.1800	.1440
293-430	.4200	.3000	.2100	.2900	.1900	.1510
431-925	.4200	.3000	.2170	.2900	.1900	.1570

.2 \*Real Time Per-Minute Usage Rates\*\*

<u>Mileage</u>	<u>Initial Minute</u>			<u>Additional Minute</u>		
	<u>Day</u>	<u>Evening</u>	<u>Night/ Weekend</u>	<u>Day</u>	<u>Evening</u>	<u>Night/ Weekend</u>
1-10	.2100	.1500	.1200	.1000	.0700	.0500
11-22	.3200	.2100	.1700	.1500	.0900	.0800
23-55	.3300	.2400	.1900	.1900	.1300	.1000
56-124	.4000	.2805	.2300	.2400	.1605	.1350
125-292	.4000	.2900	.2300	.2600	.1800	.1500
293+	.4200	.3000	.2600	.2900	.1900	.1600

Real Time rated rates apply when time and charges are provided to a hotel/motel.

\*Each fractional call in rounded up to the next minute.

\*\*Applies to calls for which the company provides time and/or charge information.

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**EFFECTIVE:**

4. USAGE RATES (Continued).2 Operator Service Call Placement Charges

Applicable per-minute usage rates apply with a one-time Call Placement charge added to the first minute of each call.

	Call Placement Charge (Added to the First Minute of Each Call)
.1 Collect Station-to-Station	\$1.30
.2 Collect Person-to-Person	3.00
.3 Person-to-Person	3.00
.4 Station-to-Station	1.30
.5 LEC Calling Card* Person-to Person	3.00
.6 LEC Calling Card* Station-to-Station	
.1 Customer Dialed	0.50
.2 Operator Dialed	1.30
.7 Directory Assistance Call Completion	1.30
.8 Third Party Person-to-Person	3.00
.9 Third Party Station-to-Station	1.30
.10 Operator Dialed Surcharge**	1.00
.11 Busy Line Verification***	3.00
.12 Emergency Interruption***	3.00

\* ASC Telecom, Inc. accepts only cards which it can identify as valid. Usage and Call Placement Charges for LEC Calling Card calls appear on the LEC bill for both ASC Telecom, Inc. and non-ASC Telecom, Inc. subscribers.

\*\* This surcharge applies in addition to all Station-to-Station and Person-to-Person Operator Service charges when the customer has the ability to dial all the digits necessary for call completion but dials instead "0", "00-", or 10252 + "0" to reach the ASC Telecom, Inc. operator to have the operator complete the call. The surcharge will be applied to all Operator Service calls completed by an operator except for 1) calls which cannot be completed by the customer due to equipment failure or trouble on the ASC Telecom, Inc. network; or 2) when a LEC Calling Card is used from a payphone.

\*\*\* The Busy Line Verification charge applies when ASC Telecom, Inc. provides operator assistance to determine if there is an ongoing conversation at a called station. The emergency Interruption surcharge applies in addition to the Busy Line Verification charge when ASC Telecom, Inc. provides operator assistance to interrupt an ongoing conversation, regardless of whether the interruption is successful.

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**Michael Gardner- Manager**  
8140 Ward Parkway  
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4. USAGE RATES (Continued).2 Operator Services (Continued).2 Option B.1 Operator Service Per-Minute Usage Rates\*

Call placement charges apply in addition to the Operator Services per-minute usage rates above.

<u>Mileage</u>	<u>Initial Minute</u>			<u>Additional Minute</u>		
	<u>Day</u>	<u>Evening</u>	<u>Night/ Weekend</u>	<u>Day</u>	<u>Evening</u>	<u>Night/ Weekend</u>
1-10	.2100	.2100	.2100	.1000	.1000	.1000
11-16	.3200	.3200	.3200	.1500	.1500	.1500
17-22	.3200	.3200	.3200	.1500	.1500	.1500
23-30	.3300	.3300	.3300	.1900	.1900	.1900
31-40	.3300	.3300	.3300	.1900	.1900	.1900
41-55	.3300	.3300	.3300	.1900	.1900	.1900
56-70	.4000	.4000	.4000	.2400	.2400	.2400
71-124	.4000	.4000	.4000	.2400	.2400	.2400
125-196	.4000	.4000	.4000	.2600	.2600	.2600
197-292	.4000	.4000	.4000	.2600	.2600	.2600
293-430	.4200	.4200	.4200	.2900	.2900	.2900
431-925	.4200	.4200	.4200	.2900	.2900	.2900

.2 \*Real Time Per-Minute Usage Rates\*\*

<u>Mileage</u>	<u>Initial Minute</u>			<u>Additional Minute</u>		
	<u>Day</u>	<u>Evening</u>	<u>Night/ Weekend</u>	<u>Day</u>	<u>Evening</u>	<u>Night/ Weekend</u>
1-10	.2100	.2100	.2100	.1000	.1000	.1000
11-22	.3200	.3200	.3200	.1500	.1500	.1500
23-55	.3300	.3300	.3300	.1900	.1900	.1900
56-124	.4000	.4000	.4000	.2400	.2400	.2400
125-292	.4000	.4000	.4000	.2600	.2600	.2600
293+	.4200	.4200	.4200	.2900	.2900	.2900

Real Time rated rates apply when time and charges are provided to a hotel/motel.

\*Each fractional call in rounded up to the next minute.

\*\*Applies to calls for which the company provides time and/or charge information.

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**EFFECTIVE:**

4. USAGE RATES (Continued).2 Operator Services (Continued).2 Option B (Continued).3 Call Placement Charges

Call placement charges apply in addition to the Operator Services per-minute usage rates above.

Applicable per-minute usage rates apply with a one-time Call Placement charge added to the first minute of each call.

	Call Placement Charge (Added to the First Minute of Each Call)
.1 Collect Station-to-Station	\$1.30
.2 Collect Person-to-Person	3.00
.3 Person-to-Person	3.00
.4 Station-to-Station	1.30
.5 LEC Calling Card* Person-to Person	3.00
.6 LEC Calling Card* Station-to-Station	
.1 Customer Dialed	1.30
.2 Operator Dialed	1.30
.7 Directory Assistance Call Completion	1.30
.8 Third Party Person-to-Person	3.00
.9 Third Party Station-to-Station	1.30
.10 Operator Dialed Surcharge**	1.00
.11 Busy Line Verification***	3.00
.12 Emergency Interruption***	3.00

\* ASC Telecom, Inc. accepts only cards which it can identify as valid. Usage and Call Placement Charges for LEC Calling Card calls appear on the LEC bill for both ASC Telecom, Inc. and non-ASC Telecom, Inc. subscribers.

\*\* This surcharge applies in addition to all Station-to-Station and Person-to-Person Operator Service charges when the customer has the ability to dial all the digits necessary for call completion but dials instead "0", "00-", or 10252 + "0" to reach the ASC Telecom, Inc. operator to have the operator complete the call. The surcharge will be applied to all Operator Service calls completed by an operator except for 1) calls which cannot be completed by the customer due to equipment failure or trouble on the ASC Telecom, Inc. network; or 2) when a LEC Calling Card is used from a payphone.

\*\*\* The Busy Line Verification charge applies when ASC Telecom, Inc. provides operator assistance to determine if there is an ongoing conversation at a called station. The emergency Interruption surcharge applies in addition to the Busy Line Verification charge when ASC Telecom, Inc. provides operator assistance to interrupt an ongoing conversation, regardless of whether the interruption is successful.

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**EFFECTIVE:**

4. USAGE RATES (Continued)

.2 Operator Services (Continued)

.3 Aggregate Surcharge

A pass through charge billed on behalf of the aggregator may be assessed to each call completed by ASC Telecom, Inc.

Per-Call Surcharge: \$1.50

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5. PROMOTIONAL OFFERINGS

The Carrier may from time to time engage in special promotional service offerings designed to attract new customers or to increase existing customer's awareness of a particular tariff offering. These offerings may be limited to certain dates, times and/or locations. Requests for specific limited duration promotional offerings will be presented to the Commission in accordance with the rules and regulations established by the Commission in the form of a letter to the Commission.

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**EFFECTIVE:**